



County of San Bernardino

F A S

# STANDARD CONTRACT

## FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	CIP	A	Contract Number		
M	<input type="checkbox"/>	Change									
X	<input type="checkbox"/>	Cancel									
County Department						Dept.	Orgn.	Contractor's License No.			
Architecture & Engineering						CIP	2610	658944			
County Department Contract Representative						Ph. Ext.		Amount of Contract			
Tim Woodson						(562) 437-4020		\$1,163,000			
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number				
CJV	CIP	2610 430	4030								
Commodity Code				Estimated Payment Total by Fiscal Year							
				FY	Amount	I/D	FY	Amount			
Project Name				03	30,000	I					
Fontana Court Complex				04	1,133,000	I					
HVAC System & Controls											
Replacement #20610											

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name D. Burke Mechanical Corporation hereinafter called CONTRACTOR

Address 670 E. Parkridge Ave., 107

Corona, CA 92874

Phone (909) 279-770 Birth Date \_\_\_\_\_

Federal ID No. or Social Security No. 33-0498337

## IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

The complete contract includes all of the Contract Documents, to wit:

- Advertisement For Bids (Project No. 20610), dated December 20, 2002.
- Bidder's proposal, dated January 30, 2003.
- Bid Documents entitled "Fontana Court Complex HVAC System and Controls Replacement".
- Drawings, entitled "Fontana Court Complex HVAC System and Controls Replacement".
- Addendum No. 1, dated January 17, 2003.
- Addendum No. 2, dated January 22, 2003.
- Addendum No. 3, dated January 27, 2003.
- Certified copy of the record of action of the Board of Supervisors, County of San Bernardino, meeting of May 13, 2003.

And they are included in their entirety as a part of this Contract by reference thereto.

## II.

The Contractor agrees to perform certain work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

BASE BID ..... \$1,163,000.00

III.

Contractor will furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price, and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company satisfactory to the Board of Supervisors within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion.

IV.

The Contractor agrees to indemnify, defend and hold harmless the Department, the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers; Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department; and Contractor shall maintain such insurance from time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### V.

The County agrees to pay, and the Contractor agrees to accept in full payment for the work outlined in the Contract Documents, the sum of One Million One Hundred Sixty-three Thousand Dollars (\$1,163,000.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the Board of Supervisors, at Contractor's expense, deposit substitute securities, as stated in Government Code Section 16430, and as authorized by Public Contract Code 22300, in lieu of retention monies withheld to insure performance.

#### VI.

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed from the County of San Bernardino to proceed with the work and shall complete it within one hundred eighty (180) calendar days.

#### VII.

The Contractor hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, he will be required to secure the payment of compensation to his employees.

VIII.

The Contractor acknowledges that he will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

IX.

The Contractor hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed.

The statement shall then be sent to the general contractor, who shall reimburse the County for such costs. If not paid separately, such reimbursement may be deducted from any money due and owing to the general contractor prior to acceptance of the project.

X.

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

XI.

**Former County Officials**

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**Inaccuracies or Misrepresentations**

If during the course of the administration of this agreement, the county determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the county, this contract may be immediately terminated. If this contract is terminated according to this provision, the county is entitled to pursue any available legal remedies.

XII.

The contract is delivered by D. Burke Mechanical Corporation, Contractor, to County for acceptance by its Board of Supervisors at San Bernardino, California, and is deemed to have been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD  
Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

D. Burke Mechanical Corporation  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Daniel J. Burke  
(Print or type name of person signing contract)

Title President  
(Print or Type)

Dated: \_\_\_\_\_

Address 670 E. Parkridge Ave., #107  
Corona, CA 92879

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

